The Screen Guild's Magazine

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Thursday, April 4, 8 p.m.

APRIL 1935
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ANN HARDING

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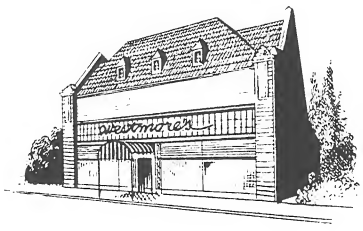

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THE SCREEN
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Heavy, Heavy Hangs Over Your Heads

The Screen Writers' Guild and the N. R. A.

The following two articles, the history of the Guilds' negotiations with producers through the N. R. A., reveal some hitherto unknown chapters in the secret warfare of the past two years between the Guilds and their opponents.

THE Screen Writers' Guild was organized in July, 1921, essentially as a protective organization for writers in the motion picture industry. Protection for workers of any kind in the modern industrial world, it is recognized, can only be substantially obtained through agreement beween workers and employers.

The original Screen Writers' Guild for various reasons, most of them related to the informal state of the motion picture producing community itself never obtained such forms of agreement. Indeed, the necessity for agreements with producers was never evident until about 1927, at which time a more complicated scheme of organization in the industry was clearly discernible.

The first effort to obtain protection for writers took place in the Academy. But when it became clear to writers that agreements made in the Academy could never be adequately enforced by writers, the screen writers sought a new method. As a result The Screen Writers' Guild was reorganized in 1933.

The purpose of this brief survey of the evolution of protection for writers is to illuminate the Guild's relation to the National Recovery Act. Despite the fact that the Screen Writers' Guild has under its own machinery handled more than 200 cases between writers and producers since its reorganization, it is still in the position of being formally unrecognized by producers. They will deal with it in the privacy of their offices because they recognize its mass strength. They will even call the Guild office on the telephone for information. But when they meet the Guild on the street, they look the other way. The problem of the Guild, therefore, from the very beginning has been to obtain affirmative agreements with the producer that would conform to the Guilds' position in the industry, and would place the seal of authority upon the various expressions of its point of view—especially in the actual processes of bargaining, arbitration and conciliation.

The Guild does in fact at the present moment, help considerably to carry producers' burdens—the burdens of a top heavy industry, but the producer is either willfully or unintentionally ignorant of this fact. If there were no Screen Writers' Guild at the present moment, the producers would have to organize one. They would probably try to make it a part of the Academy, still laboring under their old delusion that human beings in 1935 still believe that company controlled arbitration in industry is disinterested and fair. It is not a selfish hope on the part of the Guild that producers in the business will some day wake up to the realities of the business; it is a hope motivated by a real concern for a field of endeavor in which many people earn their living.

Before the National Recovery Act was passed in Washington, and when its objectives were still only embryonic in the minds of political feuilletonists, the then Executive Board of the Guild recognized that it might have to lean upon Government support to obtain the right to bargain with producers,

Important

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The Executive Board, sitting as a nominating committee, has selected for nomination the following Guild members:

OFFICERS: Ernest Pascal, for President; Nunnally Johnson, for Vice-President; Robert N. Lee, for Secretary; John Grey, for Treasurer.

EXECUTIVE BOARD (eleven to be elected in addition to the four officers from the following twenty-two):

Claude Binyon	Ben Markson
Charles Brackett	Brian Marlow
Adele Buffington	William S. McNutt
William Conselman	Seton I. Miller
James Creelman	E. E. Paramore, Jr.
Delmer Davis	Wells Root
Francis Faragoh	Joel Sayre
Frances Goodrich	Bernard Schubert
Albert Hackett	Samuel Spewack
Arthur Kober	Dwight Taylor
Doris Malloy	Harlan Thompson

The ballot will contain space for additional names

HOLLYWOOD ATHLETIC CLUB. Thursday, 8 P. M.

The Screen Writers' Guild and the N. R. A.

with subsequent Guild recognition and agreement. Plans were laid by the Guild for representation in Washington to this end, while the N. R. A. was in the process of being organized. When the N. R. A. did get under way, it was discovered the Guild would first have to use all its energy to eliminate from the Motion Picture Code of the N. R. A. noxious inhibitions of and controls over writers, by which producers hoped to further establish their arbitrary position in the industry. The Guild was not able to eliminate these from the actual writing of the Motion Picture Code. But by extraordinary representation and argument, in Washington, actors and writers were finally able to obtain suspension of these N. R. A. codes by Executive order.

At this time, the much disputed clause 7-A of the N. R. A., the clause which was supposed to guarantee to labor the right to bargain collectively, was carefully studied by the Guild, and dismissed temporarily as not a proper path through which to seek its ends. The history of two years of the N. R. A. and of clause 7-A has proven the Guild's wisdom in rejecting this course. Clause 7-A has been everywhere a bone of contention, lacking in whole-hearted cooperation by the Department of Justice, and has in no instance offered organized labor groups an opportunity to obtain proper bargaining conditions with employers.

The origin of the now famous Five-Five Committees offers one of the most interesting chapters in the effort of writers and actors to obtain an opportunity to bargain collectively with motion picture producers.

Before the Motion Picture Code had been signed by the President, a moment came in Washington when representatives of writers and actors felt that the pressure of producers on the administration had become so great that the writer-actor fight was probably hopeless. The Authors' League of America as a last resort organized one final barrage of public opinion, a barrage so vigorous that it finally turned the tide. The representative of The Screen Writers' Guild was on the point of leaving Washington for good, one dark November afternoon in 1933, but was halted by a message that General Johnson wished to talk with the writers' representative at once. After the conference that followed, a hasty telephone call was put in for Guild offices in Hollywood. Guild officials were told over the long distance telephone that if they would commit the Guild to cease agitation for changes in the Code, actors and writers would be given the right of representation in committees set up within the completed Code itself. Faced with the possibility of at least some representation or none at all, the Guild officials obligated themselves so far as they might to cease agitation for further code changes. The result of this agreement was the establishment of the five and five committees in the code as finally signed at the White House late in 1933.

The Guild soon discovered, however, a considerable gap between a bargaining committee on paper and a bargaining committee actually at work. Every effort was made to obtain early appointment of these committees. Delay followed delay and it became obvious that producers were placing every obstacle in the path of such appointments.

On April 9th, 1934, a vigorous telegram was sent to Deputy Administrator Sol. M. Rosenblatt urging the immediate appoinment of the writer members of the five and five committee. On April 16th, 1934, Mr. Rosenblatt stated over the telephone that he *hoped* to be able to make the appointments shortly. On June 19th the writer and actor members of the five-five committees were finally appointed. The Motion Picture Code Authority did its best to stop the appointments. It even went so far as to threaten court action on the ground that the province of the Code Authority as an N. R. A. board had been invaded and that the appointments themselves were a violation of the code. In fact the hesitant Mr. Rosenblatt was only nerved to make the appointments over the objections of the Code Authority by direct word from the White House. Parenthetically it may be stated that while producers have had influence in Washington, it has been the experience of the Guild that writers may also find a way of presenting their case to the Chief Executive and obtaining action.

A committee of five writers cannot bargain collectively or confer on "A Code of practice" with five empty chairs, accomodating five absent motion picture producers. It became as difficult to obtain producer representation on the Committees as it had been first to obtain writer representation. The writers had been appointed by Rosenblatt, the Deputy Administrator. But producers, so read the code, were to be appointed by the Code Authority, made up of producers, and the Code Authority refused to act.

Finally in July a long telegram was sent by the Screen Writers' Guild to the White House. This telegram pointed out the obstructive methods that were being used by the Motion Picture Code Authority. It also pointed out how under the Code, the Code Authority could be removed from office, and the Deputy Administrator could be empowered himself to make these appointments. Six days after this telegram was sent, and more than seven months after the Motion Picture Code had been signed by the White House, the Motion Picture Code Authority finally appointed the producer members of the Five-Five Committee.

It is not the function of this report to outline what happened at any of the discussions of the Writer-Producer Five-Five Committee. Ostensibly, writer representatives had been elected to a panel at a mass meeting of all screen writers, Guild members or otherwise. It is obvious however, there would have been no Five-Five Committee without the activities of The Screen Writers' Guild. The election to the panel from which appointments were made was itself held under the supervision of the Guild. The five active members of the committee and the five alternates were Guild members, although one of the five active representatives was also an Academy member. Nevertheless because of the peculiar wording of the law, any agreement that might be drawn up could not be between the Guild and the producers; it would have to be a general agreement for all writers. Even so, the Guild considered that such a sanction, under which writers and producers would carry on their affairs, would be infinitely better than processes sanctioned by the Academy. But the producers, seeing the danger in rules enforced by the Federal Government, would come to no agreement, even though individually they agreed with many of the recommendations made by the writers. In fact, producers suddenly became so frightened at the prospect of Federal control as envisaged in a document—the Motion Picture Code—to which they had put their own signature seven months before, that they would not even put themselves on record in a vote against the proposed writer recommendations, for fear it would commit them to a principle. The Writer-Producer Five-Five Committee finally ended its labors in a draw. Each side agreed to send its recommendations accompanied by a brief to Washington.

This is where the matter stands today. The briefs have been duly sent, but with little prospect of action of any kind on these recommendations until

the Administration and Congress make up their respective minds on the future of the N. R. A. and its labor clauses. Even then, and even if the anticipated extension of the N. R. A. favors collective bargaining, the Guild still has a fight ahead of it to obtain proper consideration of its recommendations.

The sum total of the Guild's experience with producers since its reorganization, and with the Federal Government, has been chiefly to convince the Guild that producers will not formally recognize the Guild and its right to speak for 750 writers, without a hard fight and a battle that may take a long time. Meanwhile the Guild continues, a solvent, well organized and firmly established institution, with a prestige far beyond the expectations and hope of any of those who figured in the early stages of its reorganization.

Recognition will come, and agreement with producers will come. Producers themselves will finally see the wisdom of a stabilized agreement with a stabilized institution, such as The Screen Writers' Guild. But to obtain these benefits for the industry, Guild members themselves must be conscious of the part they are playing in this long-time effort to persuade producers into a point of view which they do not yet see will be to their own benefit.

The history of the Guild's effort to obtain a Writer-Producer agreement is not complete without a description of the visit of Sol Rosenblatt to Hollywood at the invitation of The Screen Writers' Guild and The Screen Actors' Guild.

Since drawing up a list of nominees for officers and Executive Board by the nominating committee, Allen Rivkin, a member of the present Board and one of the nominees for the new Board, has asked to be transferred to associate membership list. Mr. Rivkin has taken an executive position in a studio, which under the Constitution and By-Laws makes him ineligible for active membership and hence for office in the Guild. The nominating committee has selected BENJAMIN MARKSON as a nominee for the Executive Board to replace Mr. Rivkin.

Mr. Rosenblatt Visits Hollywood

THE visit of Sol Rosenblatt to Hollywood last Thanksgiving, proved to be the end of a long road. Down it the two Guilds had tramped for months toward a rainbow beckoning in the sky.

What the true intent of the Rosenblatt visit was, in its inception, may be known to Nick Schenck, Louis Mayer or Rosenblatt. But the simple record of events reveals no more than that the whole affair was as neat a bit of tricky business as this tricky town has ever known. From the moment Rosenblatt induced the two Guilds to invite him here, until the moment, at the Glendale airport at the end of his visit, when he phoned to the trade papers a statement which he knew to be untrue and unfair, the whole performance bore the mark of insincerity.

Ostensibly, Rosenblatt came to Hollywood, at the request of the two Guilds, because of a break-down in the negotiations between both Writers and Producers, and actors and producers operating through the machinery of the Motion Picture Code under the N. R. A. Actually, the story is quite different.

While Lawrence W. Beilenson, counsel for both the Writers' and Actors' Guilds, was in New York, a few weeks earlier, on behalf of the Actors' affiliation with Equity, he received an indirect message from Rosenblatt in Washington. It was that the latter was so anxious to talk to Mr. Beilenson that he would come to New York or to any other convenient meeting place in order to confer with him. Instead, Mr. Beilenson went to Washington to see Mr. Rosenblatt.

During the course of their long discussion, Rosenblatt disclosed that he had reason to believe that both the Writers' and Actors' Guilds could obtain nearly everything in the way of improved working conditions which they had sought under the N. R. A. code, if they would "save the face of the producers". It was Mr. Rosenblatt's own suggestion that not even improved working conditions could be a matter of such great importance to the Guilds as the creation in the picture industry of "Guild shop"; in other words, a contract between producers and the Guilds providing that studios would only employ Writer and Actor members of the Guilds. Even "Guild shop", Mr. Rosenblatt assured Mr. Beilenson, could be obtained—in his behalf—if the two Guilds would agree to join in the formation of a central industry body similar to the Academy. In such a group, producers, according to Rosenblatt, would concede to each talent branch complete autonomy, the central board remaining only advisory.

It was obvious, from the whole course of the discussion, that Mr. Rosenblatt's suggestion had more tangible basis than his own opinion. Clearly, he had previously discussed his proposal with one or more of the leading producers.

The Rosenblatt proposal appeared to offer the Guilds an enormous and overwhelming victory. The only basis for such a capitulation on the part of the producers seemed, at the time, to be the known fear of the production companies that the working conditions asked by the Guilds might be made a part of the Government Code. In that instance, any violation by producers would have become a criminal offence. Since producers, as a group, had invariably violated every agreement previously entered into between themselves and the talent groups, they had good reason to regard such a possibility with little relish. Under the Rosenblatt proposal, working conditions would not become a part of the Code. They would be contained only in contracts between the producing companies and the Guilds. Thereunder, the producers could become liable only in civil actions for failure to live up to their obligations. It seemed, as a result of Mr. Rosenblatt's talk with Mr. Beilenson, that the producers had chosen the lesser of two evils. They preferred even to abandon their bitter antagonism to the Guilds, if thus they could keep working conditions out of the code and themselves safe from the possibility of being held responsible under criminal statutes for violations.

Together Mr. Beilenson and Mr. Rosenblatt went over the working conditions sought by both Guilds. The governmental representative agreed upon the fairness of the basic conditions asked. At the conclusion of their conference, Mr. Rosenblatt said that he would discuss the proposed working conditions with Nick Schenck and Harry Warner in New York. He told Mr. Beilenson, if these two producers agreed, as he believed they would, the way the matter should be handled was for either the producers or the Guilds to extend him an invitation to come to Hollywood. Once this had been done, he was certain he could bring about a final agreement between the producers and the Guilds, substantially the same as that he had outlined to Mr. Beilenson. Apparently, the invitation to Mr. Rosenblatt and his visit here were to be part of the "face saving" process.

(Continued Next Page)

On November 16th, after Mr. Beilenson's return to Hollywood, he received the following telegram from Mr. Rosenblatt:

"Confidentially, have reason to believe can work out plan discuss with you including all autonomous features stop Suggest demand for assistance in view breakdown be made and will respond by visit as discussed."

It was thus evident, Rosenblatt had conferred with Schenck and Warner and they had agreed for the producers.

Mr. Beilenson, meanwhile had conferred with special committees of the Executive Boards of the Writers' and Actors' Guilds, preserving Rosenblatt's imposed confidence but asking on what basis peace with producers could be achieved. On behalf of the Writers, Ralph Block, Oliver Garrett, John Howard Lawson and Wells Root met with Mr. Beilenson. They told him that there were certain conditions without which any peace move could not succeed. First, that under no circumstances would the term "Academy" be accepted as part of the name of any industry organization seeking the good will and faith of the employees in the business. Second, that the Guilds,, with their entire machinery—and only the Guilds—must be the Writer and Actor branches of any such organization. Also, to enable employees to discipline their own members and, equally, to have the power to enforce any agreement with producers, "Guild shop" was an absolute necessity.

Thereupon, Mr. Beilenson sent the following wire, November 18th last, to Mr. Rosenblatt:

"To give you full understanding local situation I carefully sounded out leaders both Guilds without disclosing our conversation stop For your confidential information am satisfied Guilds will consent to negotiation only on following basic terms First Guild shop with its full implications including arbitration and all other employee-employer relations carried on through Guilds Second will consent to interindustry council with delegates from all important industry groups including producers if delegates have only advisory functions stop Individual producers during my absence have suggested to individual Guild leaders willingness to scrap Academy or use any instrumentality so long as interindustry conference board is constituted stop Have found suggestion of continuance of name of functions of Academy is red flag to employees stop Both Guilds anxious to extend formal invitation to you but I felt you should know conditions before invitation sent stop Please wire or telephone me letting me know whether we should give it publicity stop Have assured leaders of your helpful and constructive attitude and it is deeply appreciated. Regards."

In answer, Mr. Rosenblatt wired Mr. Beilenson on the 19th:

"Re tel eighteenth please hold invitation for day or two until I can check and will advise you."

Obviously the only meaning of Mr. Rosenblatt's telegram was that he would confer with Nick Schenck and Harry Warner in regard to the conditions imposed in the Beilenson telegram. Unless they were acceptable to those producers he wouldn't request the proposed invitation to be extended to him to come to Hollywood.

Thus, when he wired Mr. Beilenson again on November 22nd, the inference was clear that Nick Schenck and Harry Warner had agreed specifically to the primary conditions laid down by the Guilds. Further, it seems pretty evident no such agreement would have been made by Schenck and Warner in New York without at least telephoned consultation with and consent of Louis B. Mayer and other production heads in Hollywood.

Mr. Rosenblatt's wire read:

"Confidentially have invitation for my personal efforts extended at once in form as discussed and on basis that I may be able to be of service and that matter is urgent stop You can give out statement when wire sent stop Will advise you of acceptance and date next week arrival."

Thereupon the special committee of the Boards of the Writers' and Actors' Guilds agreed upon a telegram of invitation to be sent to Mr. Rosenblatt. It was sent as a Night Letter on the same date. It read as follows:

"The complete deadlock in the producer actor five five committee and a like condition apparently soon to result in the writer committee creates a serious situation in actor-producer relations stop We feel that your presence in Hollywood is urgently required and request your good offices to help clear up the situation.

(Signed)

Robert Montgomery,
Screen Actors' Guild
Ralph Block,
Screen Writers' Guild.

Immediately upon Mr. Rosenblatt's arrival in Hollywood, a protracted series of discussions ensued. He conferred with the local production heads, principally Mr. Mayer and Eddie Loeb, the latter as counsel for the producers. During the later stages, Mr. Beilenson, as counsel for the two Guilds, was invited to join in these discussions. Furthermore, Mr. Rosenblatt likewise conferred with members of the special committees of the Guilds explaining to them the producers' views, which had undergone a complete about-face.

Even Mr. Rosenblatt seemed astonished at the unalterable opposition of the Hollywood producers to the conditions which such a short time previously had been acceptable to Nick Schenck and Harry Warner.

From the beginning of Rosenblatt's visit, Louis B. Mayer refused to accede to the agreement made by Schenck in regard to "Guild shop". Bit by bit, as the discussions progressed, it became more apparent that there was no intention on the part of the local producers of fulfilling any part of the agreement made on their behalf by the producers in New York. It is impossible to state what was in the minds of either Schenck and Warner in New York or Mayer and the others here at any time during the proceedings. But the whole history of negotiations from their inception lead to only one inference. It is that the production company representatives in New York, working hand and glove with those in Hollywood, held out to the Guilds—through Rosenblatt—a tempting bait. By guarded promises to Rosenblatt, carefully using him to avoid direct dealing, they sought to raise Guild hopes for a complete and fair settlement of employer-employee difficulties. By this device the Guilds could be induced to bring Rosenblatt to Hollywood. Whereupon, blinded by the seeming possibility of great accomplishment, the Guilds could be drawn step by step away from their initial proposals. Finally—as the negotiations proved—the producers hoped to induce the Guilds to lead their members into a new company union like the Academy, the Guilds being left to dissolve into thin air.

This conclusion is inescapable from the evidence.

On Wednesday evening, November 28th, Mr. Rosenblatt attended the Annual Ball of the Actors' Guild, only a few hours after his arrival by plane from New York. During the course of the evening he asked Mr. Beilenson to have the Guilds go over their demands on working conditions proposed under the N. R. A. These demands, he told

(Continued on page 18)

Mr. Goldwyn Bears Down . . .

***By* Dudley Nichols**

MR. SAMUEL GOLDWYN, about whose head has gathered a nimbus of amusing Hollywood anecdotes, most of them apocryphal and all of them tending to shadow an acute business intelligence, has lately been fulminating against Hollywood writers, if one may believe the Associated Press. Mr. Goldwyn in short, is quoted as saying that no screen writer in Hollywood is worth a thousand dollars or more a week.

That is a difficult point to defend, for one wonders, when people are starving in a rather messed-up world, whether anybody in creation is worth a thousand dollars a week.

Certainly if no writer is worth that salary, neither is any producer of motion pictures, and a few of them draw ten times that amount, not counting bonuses even more succulent. If Mr. Goldwyn wishes to contest this point openly, would he reveal his own income from the pictures he produces and have an impartial inquiry examine his creative contribution to those same pictures?

I daresay he would not!

It is not possible to discusss the matter of Hollywood salaries in terms of creative writers and what they derive from their works. Creative writers are notoriously underpaid. That is the penalty of being a free artist, and God knows screen writers are not and cannot be free artists. Milton, I believe, received ten pounds for one of the world's masterpieces, *Pardise Lost*. Famous living writers who create enduring work usually receive very little from their labors. The reason is that the mass of people does not care for great literature; they want entertainment; and that is why writers who will turn their talent to creating entertainment without implications of life-criticism are much better paid. And screen writers must necessarily fall into this class. They are hacks; that is they write what is demanded for money.

Mr. Goldwyn himself, I believe, makes explicit demands for his money.

However, they are only hacks in terms of their employment, not in terms of their talent. One should not apply the word 'hack' in derogation. A man may be the finest imaginative writer in the world, but the moment he comes to Hollywood and turns his talent to inventing mass entertainment, he must accept with his salary check the status of hack, for in return for his money he must write what his employers expect of him, which naturally is something which can eventually be cashed in at the box-office.

Now, agreeing that Hollywood writers are hacks creating or trying to create entertainment for money, to create entertainment for the great masses of people who do not want profound works of art and who will repay Mr. Goldwyn and other producers handsomely for what they purvey, the question is whether such writers are overpaid hacks.

The law of price as a result of supply and demand functions more drastically in Hollywood than anywhere else one knows. Be sure that if a producer pays a writer a thousand dollars a week, it is only because some other producer will gamble on his talent and pay him twelve hundred. And let that writer be involved in a few failures and he will find he is in demand no longer, and his salary will drop to five hundred, or even fifty dollars a week. Or he will starve finally, being unable to find any job at all.

There are a great many unemployed writers in Hollywood as we all know. Yet certain writers are in demand at two or three thousand dollars a week.

And why? Because the producers can make big profits by employing their talents in the collaboration that goes to make a motion picture.

One is far from asserting that the best writers are continually employed and the worst unemployed. Far from it. There are fakers drawing good round salaries and talented men and women starving to death for lack of recognition. But the point is that the producers, not always being discerning about writing talent, *think* the people they are employing are the best writers available, and hence, compete for their employment and drive their salaries up. And usually in time the fakers are found out and vanish from the Hollywood scene with their bank account.

I will believe Mr. Goldwyn's sincerity when he refuses during the course of one year to pay any writer so much as a thousand dollars a week—or an equivalent in royalties or a percentage deal.

The fact is that motion pictures *can* make a great deal of money. A product that can take in nickels and dimes from millions of people all over the world is bound to roll up a huge gross revenue. Compared with the possible revenue the cost of production, however wasteful, is slight. Due to the mechanical complication of motion picture production, it is not possible to make a fairly good program picture in a major studio for less than, say, two hundred thousand dollars at present. The actors may draw huge sums for a short intense period of employment. The writers may do the same. Then they may be unemployed for a considerable layoff period while waiting for another assignment.

I should say that the total salary paid to writers in Hollywood is well under five per cent of the total cost of pictures. That is not much, considering that pictures today could not begin to be produced without the writers' ideas and talents.

Mr. Goldwyn, in short, is like a man owning the goose that laid the golden egg, complaining bitterly because unexpectedly on some days the goose lays a silver egg, or even a china egg. Or possibly a very rotten egg! The money the producers pay the writers is relatively chicken feed, and the golden eggs continue to be found in the nest now and again and they all belong to the company!

True, it might be possible even to stop feeding the goose, and let him scratch for himself, and perhaps he would still go on laying a golden egg now and then. The only catch is that neighbor producers are looking over the fence, and they will throw more chicken feed, and lure the poor goose away.

For the golden-egg variety of goose, like the clever and competent screen writer, is rare and will always be in competitive demand. The time is coming when Hollywood producers will have to pay more and not less for able screen writers; when writers, rebelling against their status as hacks, will starve for a stronger voice and try to achieve some dignity as free and creative artists, mingling this with a proper respect for the producers' business demands; and when that time comes, eventually, they will begin creating scripts out of their own inner demand for self-expression and will work on a royalty basis, sharing more equitably in the box-office returns.

Consolidation and Arbitration Commission . . . *By* Seton Miller

RECENTLY a number of writers expressed the opinion that the general membership is not well enough informed as to the functions of the Conciliation Commission, and the scope of its work. A resume of the Commission's activities during the first year was printed in the Bulletin last April and in the period since that time a large number of new members have joined the Guild.

For their information the rules of the Commission, as set up in the Guild Code, are appended to this report.

Several writers have been told by producers that all cases for conciliation must be submitted through the Academy, as the Guild is not officially recognized. The experience of the Commission has been decidedly otherwise. It has always been able to contact the producers promptly and in every case the producers have accorded the conciliators a hearing and have helped willingly in reaching amicable settlements. In two cases producers reported unethical conduct on the part of writers to the Guild. Both cases were of decided interest to the Commission as they were the first examples of the fact that the Guild Code protects the producers' rights in their agreements with the writers as much as it protects the writers themselves against encroachment on their rights by producers. The findings of the Commission and its final rulings were satisfactory to the studios in both cases. In one, a writer walked out on a verbal agreement with a studio and took another assignment at better money He returned to the studio and fulfilled his obligation. In the second case, a writer was paid in advance and then disappeared. None of the work he had contracted to do was sent to the studio. The Commission located the writer and he repaid the money to the studio.

During its first year of operation, the Commission handled and finalized thirty-seven cases, and in the past year forty-seven. About two hundred cases in all were received but a large number of these were quickly finalized through the Guild office and did not reach the Commission. Many of them consisted in aiding members to recover scripts and material from studios and agents and assisting the District Attorney's office on investigations in connection with bogus literary brokers and scenario schools.

During the current year the Executive Board passed a ruling that the Commission could only accept cases from members in good standing. There have been a number of examples of writers who have consistently neglected or refused to pay their dues and have shown little or no interest in the Guild, yet who rushed to it the moment they had any trouble with a studio and expected the Guild to take up their cases promptly and settle them (needless to say, in their favor).

As a report of the current year's work, the cases have been summarized as follows:

1. *Obtaining salary due to writers for material, work, or in lieu of a week's notice*—12 *cases.*
   The money was obtained in 6 cases.
   In the 7th both money and screen credit were obtained for the writer involved.
   In 3 cases the writers had no just claim under their agreements or under the week's notice rule.
   In another case there was so much contradictory evidence, all verbal, that the matter was referred to a civil court action, where it is now under advisement.
   One case is pending.
2. *Recovery of material and/or legal releases of material*—3 *cases.*
   Obtained in all cases.
3. *Plagiarism*—5 *cases.*
   In the first, financial settlement was obtained.
   In 2 cases, writers withdrew their cases after a hearing.
   In the 4th, there was no basis of claim.
   In the 5th, the writer involved was exonerated.
4. *Unfair advertising*—4 *cases.*
   3 were settled to the satisfaction of all parties; in the 4th, the charge was not substantiated.
5. *Credits*—17 *cases.*
   In 7 cases, credit was obtained.
   In 9 cases, credit was not merited.
   I case pending.
6. *Failure to inform other writers working on same material*—1 *case.*
   The charges were dismissed. The second group of writers had understood that the first group had finished their work on the assignment.
7. *Theft of title*—1 *case.*
   Charges were not substantiated.
8. *Discipline of writers*—2 *cases.*
   Reviewed above.
9. *Legal assistance*—2 *cases.*
   The legal difficulties of contracts concerned in both cases were straightened out by Mr. Bielensen.

The majority of cases brought before the Commission involve credits. During the year a number of these complaints were presented after the negatives of the pictures concerned had been shipped East and the prints struck off. Under these circumstances the Commission was unable to help. A great deal of credit trouble would be obviated if writers would have a definite understanding with producers in regard to screen credit while the pictures are shooting. In case of failure to reach an agreement with producers or other writers, complaints should be submitted promptly.

The Commission consists of twelve members and is controlled by a Chief Commissioner apointed by the President of the Guild and subject to confirmation by the Executive Board.

Any member or other person including a motion picture producer, may file a complaint against any member. The complaint shall specify the article and clause which it claims have been violated and shall contain a brief statement of the facts constituting the violation. All four copies of such complaint shall be signed by any officer of the Guild by order of the Executive Board of the Guild.

If the complaint be against any executive, supervisor or director for violation of any of the rules of conduct specified in Article XV of the Screen Writers' Guild Code, it shall contain the following: "The undersigned agrees to submit the foregoing controversy to arbitration under any form of arbitration contract approved by the Commission and in accordance with the laws of the State of California.

Answers to complaint. If the complaint be against a member, the complaint shall be transmitted to the member by registered mail, and the member shall have seven days to reply.

Procedure for Conciliation. Upon the filing of any complaint, the Chief Commissioner, either before or after answer, if he deems the matter one for conciliation, shall appoint one member of the Conciliation Commission as a conciliator and thereupon said conciliator shall attempt to settle such dispute by conciliation.

Hearing of Complaint against members. If the Chief Commissioner shall not deem the controversy one for conciliation, or if the conciliator shall report that it cannot be settled by conciliation, the Chief Commissioner shall designate three commissioners to hear the matter. Such Commissioners shall hold a hearing at the office of the Guild at a time to be fixed by them and shall give the parties at least five days' written notice by registered mail at their address as shown on the books of the Guild of the time and place of such hearing. At such hearing the parties shall produce such evidence as they may

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An Old Tale Retold . . .

THE Screen Actors' Guild was formed in 1933 so that the individual actor might have a strong organization to represent him in all negotiation and arbitration. Its founders recognized that the bargaining power of the actor, excepting perhaps thirty stars, was nil, and that even those fortunate individuals were continually threatened by agreements between producing companies designed to limit their freedom of contract and to reduce their compensation.

During the past eight months committees appointed by the Guild have been negotiating with producers. The purpose of these negotiations has been two-fold. First, to gain fair working conditions and a better contract for actors, and second, to insure a continuance of those conditions through recognition of the Guild as the representative of actors.

Up to the present, only a small part of our purpose has been achieved. The new Academy contract promises better working conditions for the day player and the free-lance actor. It completely ignores the contract actor, whose problems are quite as important. Moreover, it is only a promise and may or may not be kept. It is significant, however, that even the few staunch Academicians who are left cannot deny that this small concession is the result of the Guild's pressure.

It is enlightening to glance back twenty-two years to the formation of our affiliated organization, The Actors' Equity Association. The history of its first few years of struggle to establish a basic agreement with the theatrical managers so closely parallels our own efforts that every actor should study it. The complete history of Equity from 1913 to 1929 is told by Alfred Harding in "The Revolt of the Actor", published a few years ago by William Morrow and Company. A copy should be in every actor's library. The arguments used by motion picture producers in 1934 were used by the theatrical managers from 1913 to 1919 and again, but without much conviction, in 1924.

Even the tactics of the producers have not changed. When Equity in 1919 proposed an arbitration clause making Equity the actors' representative, the producers offered a contract making the actor and not Equity responsible for the arbitration. Thus every dispute would become a personal one between the actor and the manager involved, with the odds, because of the employing power and the community of interests among managers, entirely on the manager.

Compare this with the present situation. The Guild proposed an arbitration clause allowing the Guild to appoint one arbiter, the Producers Association another, and the two to appoint a third impartial person. The producers issued a contract through the Academy offering Academy arbitration, which has proved worthless, or no arbitration at all, at the option of the actor. Should the actor decline to take his troubles to a completely unrepresentative company union whose conciliation machinery is financed by the producers, he has the privilege of taking his case to the courts.

In 1919 when Equity offered to arbitrate the question of a fair contract before either William Howard Taft or Charles Evans Hughes, the president of the Producing Managers Association issued this reply: "The managers would be glad to meet Mr. Taft or Mr. Hughes at any time, but there is nothing to arbitrate. The managers have simply decided to issue their own form of contracts containing their own arbitration clause, and to deal with the actor individually instead of with his Association."

In 1934 when Guild representatives offered through Sol A. Rosenblatt to sign an agreement with the Motion Picture Producers' Association guaranteeing not to strike for a period of five years and agreed to leave the working conditions and the terms of the contract entirely up to Mr. Rosenblatt, the producers declined—and issued their own contracts through their subsidized Academy.

In 1919 the theatrical producers offered a contract to the Fidelity League—the Academy of that period—containing most of the Equity demands but leaving out the important enforcement provisions—and George M. Cohan, president of Fidelity, said, "Don't let anyone tell you that the Actors' Equity Association is responsible for this! I'm responsible." In 1935 the Motion Picture Producers offered a new contract containing a few of the Guild's proposals, and Lionel Atwill, chairman of the actor committee of the Academy, said, "The new contract for motion picture actors is the finest ever drawn up for the rank and file of players or performers of the entertainment world."

Equity, after six years of fruitless negotiation with the producers, joined the American Federation of Labor. The Guild found this move necessary one year after its organization. We shall continue to profit by Equity's experience.

While it would be possible to continue these examples of similarity in the problems of the organizations, space allows but one more. When the Guild representatives offered to submit their proposals to Mr. Rosenblatt and to sign a contract agreeing to abide by his decisions, they also agreed that during the life of the contract an "open shop" policy would be maintained. During the strike of 1919, when Equity agreed to sign an open shop contract, Samuel Untermyer in a letter of advice to Frank Gilmore said:

> **"I understand that in your demand for the recognition of your association by the managers you have expressly disclaimed any thought of insisting upon what is known as the 'Closed Shop'.**
>
> **"Whilst the excess of moderation on your part is praiseworthy from one point of view and ought to attract to your support the sympathy of all classes, I feel that you are wrong. In theory there may be such a thing as the 'open shop,' but in practice there is not.**
>
> **"Your profession should either be represented through your association for the purpose of collective bargaining against the managers, or you will be left at the mercy of individual bargaining against the managers, who, while arrogating to themselves the right of collective bargaining, have had the impertinence to deny it to you. If you have a recent pretext for that attitude I have never heard it presented. It would be interesting to know what it is.**
>
> **"If you compromise your controversy on the basis of an 'open shop', which means that the managers are at liberty to deal individually with such of the actors as do not choose to join your organization, the result will be that in the course of time they will undermine your Association by discriminating against its members until they succeed in disintegrating it. This is far more easily done in your profession than in the ordinary trade union."**

Five years later Equity found that Mr. Untermyer's advice was sound, and Equity Shop has been in force in the theatre since 1924.

Will history continue to repeat itself?

Equity Members

THE Guild's contract with Equity provides that all Class A and B Guild members whose Equity dues were in arrears are relieved of arrearage until November 1, 1934 but must pay dues to Equity after that date. It is important that we perform our part of the contract, in return for the benefits we will receive from the affiliation. Keep your Equity dues up to date.

The contract also provided that any

(Continued on Next Page)

Junior Guild . . .

***By* Aubrey Blair**

NATE EDWARDS, Chairman of the Entertainment Committee, wishes all Junior Guild members who play baseball to call him at his home, Federal 5662, or leave their telephone numbers with the Secretary. There are a number of Guild members who have been associated with amateur and professional baseball and are interested in organizing a baseball club to play in the City and Motion Picture League. Enough interest has been shown by Guild members that a get-together of ball players will place a Guild team in the field.

The election of Officers and Directors will soon be over, and we must turn our thoughts to other matters. There are many things of interest that we could enter into as a body—it is only a question of getting started. What do you think will create better fellowship among our members? What sort of things would you like to do that will be enjoyed by the majority of the members? All members who have acts or do specialties, please forward the information to the secretary, so that we may have it on file for future use. If you haven't been asked to do things for the Guild, it is only because we haven't complete information about you.

The following tickets for the Junior Guild election, April 10, have been filed with the Secretary. Nominations must be signed by 25 members in good standing and filed at the office before 5 P. M. April 1, 1935. No nominations will be accepted from the floor.

The Nominating Committee appointed by the Board of Directors filed the following ticket:

Pat Somerset, President.
Bob Ellsworth, First Vice-President.
Bee Stephens, Second Vice-President.
Nate Edwards, Third Vice-President.
Aubrey Blair, Secretary-Treasurer.

Ten members of the Board:

Larry Steers,
Nate Edwards
Bee Stephens
Orie Robertson
Red Burger
Eddie Clayton
Tom Ford
J. Edward Dahlen
Harvey Parry
Bill O'Brian

A second ticket has been filed by 25 members in good standing:

Pat Somerset, President.
Bob Ellsworth, First Vice-President.
Jay Eaton, Second Vice-President.
Nate Edwards, Third Vice-President
Aubrey Blair, Secretary -Treasurer.

Ten members of the Board:

Nate Edwards
Charley Drubin
Mel Forrester
Marcel Smith
Bee Stephens
Orie Robertson
J. Edward Dahlen
Sam Benson
George Broughton
Lee Powell

The eleven Board members who have one more year to serve are:

Lee Phelps
Florence Wix
Aubrey Blair
Betty Blair
Jay Eaton
Bob Ellsworth
Major Harris
Ed Parker
Pat Somerset
Lillian West
J. G. MacMahon

Equity member joining Class A or B of the Guild before March 1st would be excused of his arrearage to Equity. The following letter is self explanatory:

March 11, 1935.

Mr. Kenneth Thomson,
Screen Actors' Guild,
1655 North Cherokee,
Hollywood, California.

Dear Ken:

Inasmuch as the limiting time permitted members of the Guild to be reinstated in Equity under the Guild concession only up to March 1st and in all probability many of the members were unaware of such limitation, I suggested to the Council that an extension be permitted and have just been advised that acting upon that suggestion the final date has been set as August 1st.

This, of course, means a payment of dues as of November 1st, 1934, which will be $9.00 up to May 1st, $18.00 after that date and up to the expiration of the concessional period.

Also, Class "C" members of the Guild will be permitted to take advantage of the concession if they so desire. It is, however, not obligatory.

Kindest personal regards.

Cordially yours,
CHARLES MILLER, Representative
Actors' Equity Association.

Another letter signed by Frank Gillmore has been sent to all Equity members in California calling attention to the clause in the contract which requires them to become Guild members. This extension allows any Equity member in arrears to take advantage of the arrearage provision provided he becomes a Guild member before August 1, 1935.

RACING RESULTS

The Guild-sponsored Six Day Bicycle Race put on by Willie Spencer at the Olympic Auditorium, March 8th to 14th, was a real sporting event.

As usual, a select group of loyal Guilders supported the meet with their patronage and giving their services for entertainment in off moments during the night. The result was a comfortable sum for the Guild treasury.

Our association with Willie Spencer was most happy and we sincerely regret his financial loss.

To all our members who were season pass holders, and to those who came as often as they could, we are deeply grateful. As usual, the Junior Guild came through nicely, helping with entertainment and checking the customers at the entrances. It was a tough spot for the entertainers, but Earl Askam was a great help. Nadra De Wynne and Carbona brought their floor show from the La Cucuracha Cafe (Let's go there sometime). Mamie Starke (the Kate Smith of the West) made the audience sit up and take notice. Willie Strobel with his Bavarian Troupers never failed to add entertainment in the dull spots (and, by the way, don't forget the German Bock Beer Fest at La Crescent Park, March 31st, a swell blowout.) Curley Fletcher brought his Arizona Wranglers who were just as popular as they are on the air; and the Three Iittle Pigs Cafe floor show went over in a big way. We were fortunate in securing the delightful "Eight Voices" of Mr. Blum's Vocal School. And many thanks to Theodore Lorch.

And speaking of helping the Guild, don't forget to mention the Screen Guild's Magazine when you buy from one of our advertisers. The other day one of our members decided to buy a Buick. He went to the Howard Auto Company and told them the only reason he was buying from them was because of their ad in the Screen Guild's Magazine. The automobile company's appreciation was profound, and they increased their space in the magazine. You too, can be of service in this way.

NOTICE

The annual election of the Junior Screen Actors Guild will be held at the Women's Club of Hollywood, 7078 Hollywood Bouevard, Hollywood, California, on Wednesday evening, April 10th, 1935, at 8 P. M.

Screen Writers' Assignments

1—Original Story; 2—Adaptations; 3—Continuity; 4—Dialogue; 5—Lyrics; 6—Music; *—In collaboration.

BALDERSTON, JOHN L.—Reliance
"The Last of the Mohicans" 2-3-4
BELDEN, CHARLES S.—Warner Bros.
"Anchors Aweigh" 1-2-3-4
BOYLAN, MALCOLM STUART—Warner Bros.
Navy Medical Corps story 1-2-3-4*
BUFFINGTON, ADELE—Monogram—"The Keeper of the Bees" 2-3-4
Radio—"Hi Gaucho" 2
CARSTAIRS, JOHN PADDY—British Star Films—"Piccadilly Circus" 2-3-4
CHANSLOR, ROY—Warner Bros.
"Fighting Men" 2-3-4*
CHURCH, CLAIRE—Mascot
"Confidential" 1-2-3-4*
CONDON, CHARLES R.—Columbia
"Week End Lady" 1
CONSELMAN, WILLIAM—Fox
"Curly-Top" 2-3-4*
COWAN, SADA—Monogram
Untitled 2-3-4
DAVES, DELMER—Warner Bros.
"Page Miss Glory" 2-3-4*
"Stranded" 2-3-4
ELLIS, ROBERT—Fox
"Charley Chan in Egypt" 3-4*
FIELDS, HERBERT—Paramount
"People Will Talk" 2-3-4
FORT, GARRETT—20th Century
"All Alone" 2-3-4
GOODRICH, FRANCES—M. G. M.
Sequeal to "Thin Man" 2-3-4*
GOODWINS, LESLIE—R. K. O.
"Nit-Wits" 1-2-3-4*
GREY, JOHN—Columbia Studio
Harry Langdon Comedy 1-2-3-4*
GORDON, LEON—M. G. M.
"Three Wise Fools" 2-3-4
HACKETT, ALBERT—M. G. M.
Sequel to "Thin Man" 2-3-4*
HARTMAN, DON—Fox
"Suite Sixteen" 3-4*
HAYWARD, LILLIE—Warner Bros.
"Living Up to Lizzie" 1-2-3-4*
HAZARD, LAWRENCE—R. K. O.
"Hooray for Love" 2-3-4*
HERZIG, SIG—R. K. O.
"Papa's In the Cradle" 1-3-4*
HORMAN, ARTHUR T.—Fox Westwood
"Baa, Baa, Blacksheep" 1-2-3-4
KIRKLAND, JACK—M. G. M.
"Little Miss Nuisance" 2-3-4*
KLEIN, PHILIP—Fox Western
"Lord's Referee" 2-3-4*
KOBER, ARTHUR—Fox
"Ginger" 1-3-4
LASKY, JESSE JR.—M. G. M.
"Little Miss Nuisance" 2-3-4*
LEVIEN, SONYA—Fox
Untitled original (Martini story) 1-2-3-4*
"Curley-Top" 2-3-4*
LIPSCOMB, W. P.—M. G. M.
"Tale of Two Cities" 2-3-4
LOGAN, HELEN—Fox
"Charlie Chan in Egypt" 3-4*
LOGUE, CHAS. A.—Monogram
"Can You Spare a Million?" 1-2-3-4
LOOS, ANITA—M. G. M.
"San Francisco" 2-3-4
McCALL, MARY C. JR.—Warner Bros.
"Out of a Clear Sky" 2-3-4*
MACDONALD, WALLACE—Mascot
"The Fighting Marine" 1-2*
MAHIN, JOHN LEE—M. G. M.
"Wife vs. Secretary" 2-3-4
"China Seas" 4*
MILLER, SETON I.—Warner Bros.
"The G-Men" 1*-2-3-4
MORRIS, GOUVENEUR—Paramount
"Jungle Girl" 2-3-4*
MYERS, HENRY—Columbia
"The Black Room Mystery" 2-3-4*
NEVILLE, JOHN T.—M. G. M.
"Joaquin Murietta" 3
NEVILLE, ROBERT—Fox
"Murder on the Set" 1
NIBLO, FRED JR.—Columbia
"Unknown Woman" 2-3-4*
NORTH, EDMUND—R. K. O.
"Love Song" 2-3-4*
ORKOW, HARRISON—Paramount
"You Gotta Have Romance" 2-3-4
"Federal Dick" 2-3-4*
PARSONS, LINDSLEY—Monogram
"Paradise Ranch" 1-2-3-4*
PASCAL, ERNEST—Fox
Untitled original 1-2-3-4*
RAPHAELSON, SAMSON—Fox
"The Dressmaker of Lunneville' 2-3-4
RATHMELL, JOHN—Mascot
"Anything Once" 3*
RIVKIN, ALLEN—Fox
"Black Sheep" 2-3-4
ROBINSON, CASEY—Warner Bros.
"Captain Blood" 2-3-4
RUBIN, BENNY—Warner Bros.
"Living Up to Lizzie" 2-3-4*
SCHARY, DORE—Universal
"Storm Over Andes" 2-3-4
SIMMONS, MICHAEL L.—Columbia
"Jim Burke's Boy" 1-2-3-4
SOLOW, EUGENE—Warner Bros.
"Champion" 2-3-4
"Patient In Room 18" 2-3-4
SPEWACK, SAMUEL—M. G. M.
"Black Chamber" 2-3-4*
STARLING, LYNN—Universal
"Magnificent Obsession" 2-3-4
STORM, JANE—Paramount
"Waikiki Wedding" 2-3*
"Two For Tonight" 2-3*
THOMPSON, HARLAN—Paramount
"Rose of the Rancho" 2-3-4
TRAUB, JOE—Warner Bros.
"Hold That Baby" 1-2-3-4
TUNBERG, KARL—Universal
"While the Crowd Cheers" 1
VEILLER, ANTHONY—R. K. O.
"Break of Hearts" 3-4*
WAGGNER, GEORGE—Liberty
"Champagne For Breakfast" 1-2-3-4
WILSON, CAREY—M. G. M.
"The Forty Days of Musa Dagh" 3-4
YOST, ROBERT M.—Fox Western
"Lord's Referee" 2-3-4*

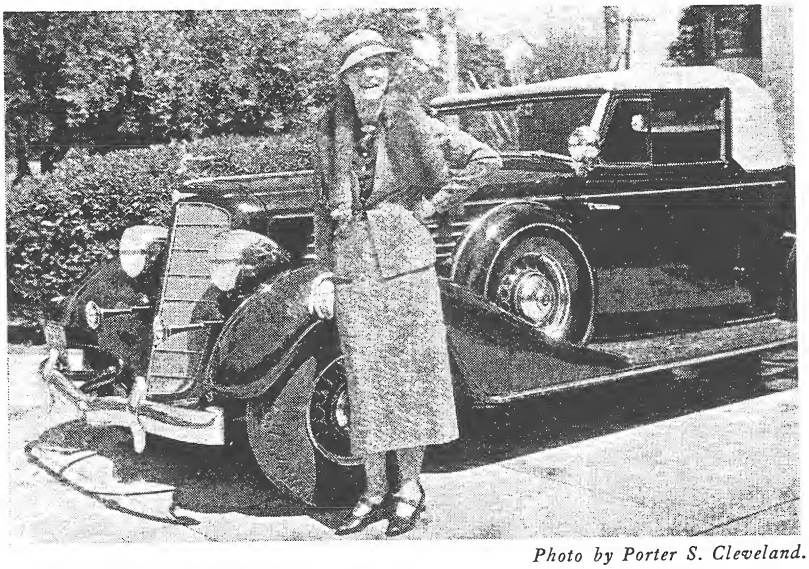

Photo by Porter S. Cleveland.

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Books, Plays, Articles, Stories

CARSTAIRS, JOHN PADDY—"February Revue" Fiction, British Broadcasting Network (5)
CLUETT, JACK—"Babes On Broadway" Non-Fiction, The New Yorker (2)
"Life Is Just a Bowl of Clippings" Non-Fiction, Vanity Fair (2)
ELISCU, EDWARD—"Paris Sensation" Fiction, J. J. Shubert (*4)
KOBER, ARTHUR—"Baby in the Bronx" Fiction, The New Yorker (1)
McCALL, MARY C. JR—"The Man Who Gave His Heart Away" Fiction, Cosmopolitan (1)
...."The Stars in Their Courses" Fiction, Serenade (1)

MEZQUIDA, ANNA BLAKE—"I Can Never Stop Loving Him" Fiction, Columbia Broadcasting System (5)
"I Can Never Stop Loving Him" Fiction MacFadden's (1)
MORRIS, GOUVENEUR—"Battle Post" Fiction, Collier's (1) 1
RAPHAELSON, SAMSON—"Accent on Youth" Fiction, Samuel French (3) **"White Man"** Fiction, Samuel French (3)
RIVKIN, ALLEN—"Paris Sensation" Fiction, J. J. Shubert (*4)
SCHEE, ORAN—"No More Nobility" Fiction, Pasadena Play House (4)
SIMMONS, MICHAEL L.—"No More Dreaming" Fiction, Harper's Mag. (1)
STANLEY, FRED—"Thunders of Silence" (Dramatization) Fiction, James Timony (4)
TUNBERG, KARL—"While the Crowd Cheers" Fiction, Macauley (3)
WATSON, ROBERT—"When Christmas Came to Fort Garry' Fiction, Ryerson Press, Toronto (3)

1—Story; 2—Article; 3—Book; 4—Play; 5—Song; 6—Radio Play

CONSOLIDATION AND ARBITRATION COMMISSION

(Continued from Page Eight)

choose and after hearing the evidence, the Commissioners appointed to hear the matter shall make a report of their finding and judgment and the penalties they recommend, if any, to the Board of Directors of the Guild. Any member complained against may be represented by counsel at such hearing, if he so desires.

Complaints against Producers, Executives, Supervisors, or Directors. Upon the filing of a complaint, pursuant to Article XV of the Code, against any executive, supervisor, or director, the Chief Commissioner, if he deems the matter one for conciliation, shall appoint a conciliator who shall attempt to conciliate the matter. If the Chief Commissioner does not deem the matter one for conciliation, or if the conciliator reports that it cannot be conciliated, then the Chief Commissioner shall cause to be drawn an arbitration contract under the laws of the State of California, pursuant to the provisions of Article XV of the Code and signed by the complainant. The Chief Commissioner shall then cause to be transmitted by registered mail to the party complained against at his last known address such arbitration agreement, signed by the complainant, with a request that the party complained against sign such agreement. If the party complained against refuses to sign such agreement, then the procedure shall be the same as in proceedings against a member.

Proceedings in case a defendant does not answer within the time required. If a defendant does not answer within the required time, the hearing shall proceed without such answer, but in the discretion of the adjudicating Commissioners any facts stated in the complaint and not denied may be deemed to be true.

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Music in Pictures . . .

By **Troy Sanders**

IN THE realm of entertainment there are several countries that have developed one or more mediums of expression to a point of setting a standard, whose writers and composers have produced works that are, and will always be, models of those mediums. In Italy it has been opera, and, although other countries have produced great operas, Italy was the pioneer, and in this form has produced more works than any other country. In France the opera comique, in England the oratorio, in Russia the ballet has flowered to as nearly perfection as we can conceive these forms attaining. England, with the light opera has contributed still another form, the Gilbert and Sullivan operas.

And the United States, though a younger country, has outdistanced all others in two forms of expression, musical comedies and pictures. It is not difficult to recall the names of several musical shows that have no superiors in any country. Neither is it difficult to name pictures of equal caliber. But, while the possibilities of all these other forms have been practically exhausted, and further composition simply means a greater variety, in the realm of pictures, above all musical pictures, the surface has hardly been scratched.

The musical extravaganzas and musical shows translated to the screen may be dismissed with the observation that they are but an old form expressed through a new medium. But the logical use of music, of musical situations that have a definite bearing on the story, that field is just beginning to be realized, and is as varied as life itself. And with every picture that does use music thus, the dragging in bodily of a musical number without rhyme or reason becomes more and more a glaring fault.

And as long as the public of this country is not opera minded, and will never be until a generation or two has heard and become accustomed to opera in the vernacular, a song or a musical situation must have a double significance to be most effective. The American public will laugh if they hear someone sing in dramatic phrases "Open the door," as they do in opera. Luckily for the enjoyment of the opera, they seldom understand it. Even to hear someone suddenly break into song over something as romantic as love under sun, or moon, or stars may evoke a laugh if the situation leading up to the song does not give it some added dramatic or emotional meaning.

Fortunately there are good examples of admirable musical treatment to illustrate the point in question. "One Night of Love," discussed in these columns in a previous issue is a case in the use of serious music. "Sweet Music" is one of the best examples yet produced of the use of popular music, at least in the sense we speak of.

We give "Sweet Music" as an example not because it has such a profound story, not because the music is greater or has proved more popular than the music of many other pictures, but because the music is used so logically along with the telling of an entertaining enough romance. Neither do we say that it is the only picture in which the same thing has been done. Another in the front rank is "Here Is My Heart."

But, to go further with "Sweet Music." First of all, the whole story is built around the natural life and experiences of a band leader and his band, a cabaret singer and her work and hardships in making a place for herself. Then what could be more to the point than seeing them actually at their work? In this way, even the numbers that, in their lyrics have nothing to do with the working out of the story, have a significance in their very performance. The fact that one of the characters got a "break," that they are getting ahead when the other is looking on or has to appear in a less favorable light is a definite story point. So, with the mere performance of the number the story progresses. So, entertainment is gained without stopping the movement of the narrative.

Then there are those numbers in which the lyrics have a definite bearing on the story, in which a thought is indirectly expressed that has to do with the romance. The words become acual dialogue then, in effect, while the quality of showmanship in the performance of the number is in no way impaired. Even the comedy element is linked up with performance, as in the scene of the girl falling in the lake in the park at the end a serious dedication. Beside the story value of both the comedy scene and the serious performance, the suspense created was still another point to the credit of the sequence.

The story background of these musicals is usually a flimsy, inconsequential affair. No music is strong enough to sustain a picture under such circumstances, and the production is usually a disappointment. Why should it be asked to do so? Is it asking too much of writers to produce musical situations?

Too often, in the writing of a script, music is suggested as background for a scene, and not tied up sufficiently to

(Continued on Next Page)

London Lowdown . . .

By **John Paddy Carstairs**

LOOKS as if it is going to be a bumper year here in deah old London with everyone making whoopee preparations for the Jubilee. Lotsa Americans staying over, and lots more coming over; this goes for the film industry, although there has been a sudden slacking off recently, a sort of reaction after the hordes that arrived here last year . . . a series of modern Columbus discovering England's Elstree! . . . Lillian Harvey is tied to British International for three pictures but whether she will return to Columbia only Mr. Cohn will say! . . . the Dickens boom still continues with Twickenham to make "Scrooge" with our Seymour Hicks in the lead . . . Hassard Short's revue "Stop Press" opened here with lotsa bally and some very nice production; but if Short had concentrated more on the show and less on the lighting effect it would have been swell; as it is the show lacks, despite it's continuity, body—and wants a more personal feeling about it. The introduction of a couple of big-name stars would help enormously. Moss Hart's Coward sketch from "As Thousands Cheer" and a song on the "Four Arliss Brothers" (Wellington, Rothschild, Voltaire and Disraeli!) are his honies, but, apart from a Sepia Serenade, Margaret Sande's dancing, the presence of lovely Dorothy Dickson, there is nothing sensational enough to ensure a really long run . . . "Young England" a priceless show (and the most incredible melodramatic writing job seen in years) is filling Daly's because the audience are getting such a kick out of the show! . . . Henry Hathaway and co should feel pretty pleased at the way London is flocking to the Carlton to see "Lives of a Bengal Lancer", this is not a large theatre but a very important one, and we wouldn't be surprised to see the flicker run at least sixteen weeks there! . . . seems to be a sudden interest in matters Chinese, there is a play in town now, produced as played in China, it is called "Lady Precious Stream" and it's "quaite the thing My Deah, to go and see it, reallah most intreeeeguing! You must see it Diana! . . . definitely!" . . . Savoy Grill of an evening looks like a double exposure of the Troc and the Brown Derby . . . Thornton Freeland and wifey June Clyde, Lothar Mendes, and Fay Ray Monk Saunders, Harry (Joyce-Selznick) Ham, Alex Korda, Joan Bennett, Hal Roson and Bill Cameron Menzies glimpsed there . . . Nils Asther tucked "Abdul Hamid" important British International picture under his arm and walked away with it; star Fritz Kortner and director Karl Grune's technique a little too germanic and slow for English and American audiences, we are thinking . . . Courtenay Bric Terrett is having fun with his Elstree script assignment; leastways he is having fun arguing about it! . . . possibility they'll alter the title of the Greg Ratoff pic "Eighteen Minutes" to "Eighteen Months" on account of the delay in it's preview . . . the society snooties who talk in loud voices at the movies, to everyone annoyance, are just too, too thrilled at the possibility of Mae West coming over here for a vacation . . London Films "Congo Raid" (started a year and a half ago as "Wings over Africa" with a heap of air stuff) is nearing completion, there *may* be a couple of shots from the air in the movie when shown, but, at any rate, everyone is saying it is a wow; we hope so because Alex Korda's "Reserved" for Ladies" was the first British pic to cause any real talkie interest in America and he has "followed up" with "Catherine the Great," "Henry VIIIth" and "The Scarlet Pimernel" which is streets ahead of his rival palsie-walsies . . . . Hugh Walpole much feted by MGM on his return; swell publicity for "Dave Copperfield" of course . . . Walpole's crack about his first scene submission to Selznick and the cryptic "Lousy" blue pencilled across it the next day, is becoming a classic!

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make it indispensible. Then in the cutting of the picture and the scoring what would have greatly enhanced the sequence is entirely forgotten. To one who did not know the original conception there is nothing amiss, but actually fifty per cent of the effectiveness is lost. If music is important enough to the scene to be suggested, it can just as easily be made an integral part of it, so that it cannot be cut out.

Another danger of loosely writing a musical scene into a script instead of making it definite beyond any mistake is that invariably this indecision becomes an insurmountable obstacle to the cutter who, as a rule, knows nothing of music. The result is that the scene is cut so badly, from a musical standpoint, that it is impossible to make any more of it than a mere action sequence. This is of course speaking of incidental music and does not apply so much to pictures of the type above mentioned whose objective is music.

Our contention is simply this: use music logically, or do not use it at all. It CAN be done as long as there are good writers and the variey of life itself to draw from.

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Freedom of Suppress . . .

(For the reason that the daily newspapers failed to even partially quote the statement made by Heywood Broun before the National Industrial Recovery Board it is herewith reproduced in full as a contribution to the much-heralded right of the "freedom of the press." As a representative of the Newspaper Guild Mr. Broun is striving for the right of collective bargaining as promised by the NIRA.)—Typographical Journal for March.

I AM speaking on behalf of the American Newspaper Guild. I understand that these public hearings are granted for discussion of employment conditions under NRA. And I am informed that in certain industries certain boons have been granted. For instance I read that in the automobile code, which didn't happen to get lost, it is now arranged that the employe who works more than forty-eight hours is now to get something extra if he keeps on till seventy hours a week.

But in spite of such sweeping gestures to bring about re-employment it is utterly impossible to discuss employment conditions in the Newspaper Code, or any other, without facing the fundamental fallacy on which these codes are created and the monstrous manner in which they are interpreted.

When an employer speaks of the industry—usually with bated breath—he refers only to the property rights of himself and his fellow-employers. He isn't even thinking of the rights of labor and the rights of the public, if any.

Into the NRA conception there has crept from time to time the word "partnership." The publishers take that to mean a partnership of the employers. Indeed to them a code is a sort of land grant giving them complete and exclusive right to hunt, fish and exterminate the Indians.

And that explains the most curious phrase of all—the freedom of the press. The publishers construe the freedom of the press to mean that no governmental agency has any right to compel them to do anything whatsoever. If you ask a newspaper owner to put in a rope on the fifth floor so that somebody may slide down in case of fire he may very well draw himself up and say, "How dare you interfere with the freedom of the press?"

Until there is a good newspaper code there will be no good codes, because if you boil all the publishers of America down—a consummation greatly to be desired—you will find that you have in essence automobiles, textiles, steel, munitions, utilities and all the leading industries of the country.

In this country the publishers have beaten Huey Long by many years in one idea—every man a king. Each publisher has always been a king—self-appointed. But now official ordination has followed—and their cup runneth over. In fact this holy oil of publisher authority floods the land and seeps into high places.

We, the members of the American Newspaper Guild—a union of newspaper workers—begin to feel that no board, nor court, nor legislative decision, nor executive decision, is fit taking home to frame until the newspaper publishers of America have had the chance to say Yea or Nay. Even the mighty ones in Washington turn their faces toward the west at night and murmur in great fear, "I hope Mr. Hearst is not going to object to this."

Mr. Hearst did not like the decision in the Jennings case and so the Jennings case has been entombed. It will be known again and faith will live again only on that Labor Easter when all workers have combined to roll away the stone.

But it would not be just to say that the American Newspaper Publishers constitute an invisible government under which we writhe. They are very visible. On the numerous occasions upon which Howard Davis has called his cohorts into convention to threaten the government with a publisher walkout on the code—that action has been taken openly and brazenly. And it has worked. Secession is secession, but Howard Davis succeeded where Jeff Davis did not prevail.

How can it be said that newspaper men and women have the right to collective bargaining with a group which will not even consider the timid suggestions of the rulers of NRA. The publishers have construed collective bargaining as meaning their right to say—"No! No! No! and don't bother us again." Indeed I might say that the one gain secured by the editorial worker under the code is the privilege of hearing the boss say "No" in person instead of being compelled to read his refusal on the bulletin board. But even that slim right is in dispute.

On the Newark Ledger L. T. Russell met the request for collective bargaining with a bulletin that half the staff would be fired for their temerity for daring to request discussion and that after a brief vacation in Hot Springs he would fire sixteen more. We did not avail ourselves of the code. We did not appeal from one publishing Philip drunk with power to any other publishing Philip.

The Guild called a strike. The Guild's experience with NRA is that mostly you lose, and if you do by any chance grab

I Came, I Saw, and I Was Conquered

LONDON. To the Gaumont-British, an imposing structure at Shepherd's Bush. Evidently as difficult to get into a Studio here as it is in America. Uniformed Commissioner took my name. I wanted the Publicity Department, it seemed the easiest way to 'crash.' From 'Ollywood, Sir? 'Ow har things in 'Ollywood'?'' Then a charming young man, Phillip Slessor, took charge of me. Showed me everything, sound stages, perhaps not quite as large as our own but every bit as up to date. Gantrys overhead, by which method they can change the overhead lighting in a second to any part of the stage. How about it, America? Our own Fay Wray was shooting on this stage co-starring with Jack Hulbert. Everything about the same, extras hanging around, only they call them 'crowd people', shooting directions, except for the definite English accent exactly so. Oh yes, they stop for tea, provided by the studio at four o'clock. Extra situation not so hot, they get a guinea a day, about five dollars and a quarter, and sixty cents an hour overtime after ten hours, a line gives them an extra few shillings, and they can be employed by the half day only, at half day salary, of course. Studios' biggest problem, bit players; so says Pat Morton at G. B. Lack types, I guess. Studio very enthusiastic over ''Jew Suss'' renamed ''Power'' for U. S. A.

Spend plenty of money on sets, too. I saw a duplication of a subway service, trains, station, etc., that was a honey. Trend seems to be to historical dramas, ''Scarlet Pimpernel'' is a big success here, but by contrast so is ''Brewster's Millions''.

Studio has a bar for visiting fireman, I visited it, then to lunch with Slessor and Pat Morton, head of casting office. Episode in cafeteria . . . youth with smart uniform and many buttons comes up to Morton at table: ''Beg pardon sir, one of the cinama hartists dropped this.'' This, being a bit of cheap jewelry. The 'cinama hartist' slayed me. Great optimism everywhere. Studio seems to pull together, everybody boosting each other's department. Think they have a great deal to learn from America —I wonder? Everywhere you go are small Neon figures that light up. Each employee has a number. If he is wanted his number flashes and he goes to the phone and gets the low down, not bad. Jimmy Finlayson doing very nicely over here. Thornton Freeland, who has just completed ''Brewster's Millions'' as much beloved here as he is in America. June is in a show in London. Courtney 'Brick' Terrett has been under the weather, but is on the way to recovery. Dorothy Dunbar visited the big city. ''Bengal Lancers'' doing a wonderful business, claimed greatest picture of last year. Industry is booming, but I think needs ''names'', American names perhaps, although their own stars pack houses, Jack Hulbert, Cecily Courtniege, Tom Walls, Conrad Veidt, Ralph Lynn, ('member him with B. A. Rolph in vaudeville years ago?)

One thing is certain, England is making pictures; in the main, good pictures and they are after the world's market. Admission prices are terrific. Two dollars and a quarter top for 'Bengal Lancers'. Others in comparison. Talk is not cheap over here.

Head of Gaumont-British, Michael Balcon, is now in America, probably in Hollywood before you get this. Hugh Crumplin and Ann are living at High Wykham, funny to see all my pals in a picture when they are so far away. I almost said hello to 'Billie' Mills and Larry Steers at the local cinema last night. I wish some of those directors that always make pictures of England in thick fog, could have been here this last eight weeks, two days rain and no fog in this period. Advise strongly against anyone coming over here unless they have a job or are well known. It's as tough here as it is in Hollywood. Average price of an English production fifteen to twenty thousand pounds. Some go as high as fifty thousand. Dress people hard to get hold of. If all studios used dress people same day casting heads would blow out their brains. Dress people get seven dollars and a half. I think we start there don't we? But . . . writers work at home. How do you like those apples? This is beginning to look like Anthony Adverse so I'd better in the language of dear old England 'buzz off'.

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Mr. Rosenblatt's Visit

(Continued from page 6)

Mr. Beilenson, should be reduced to an absolute minimum, eliminating all proposals which had been advanced purely for bargaining purposes.

When Mr. Beilenson protested, Rosenblatt explained he had no wish to get drawn into long-drawn bargaining negotiations with producers. He wanted the Guilds' absolute minimum terms, so, as he expressed it, he had merely to tell the producers: "That's it!"

The inference was unmistakable that Rosenblatt, in his governmental capacity intended to make the producers accept the minimum terms without argument.

The next day, Thanksgiving, the special committees of the Executive Boards of the Guilds met at the home of Robert Montgomery, Vice-President of the Screen Actors' Guild. All day they worked, reducing the N. R. A. working condition demands to an absolute minimum. The test applied to each demand was that without its acceptance by the producers all the negotiations were better called off.

The document was delivered to Mr. Rosenblatt Thanksgiving night.

The following day, in the late afternoon, Mr. Rosenblatt informed Mr. Beilenson that Louis B. Mayer had refused flatly and irrevocably the first condition under which Rosenblatt had come to Hollywood; acceptance of "Guild shop".

Upon this refusal, the Guilds, had they not been eager for a solution of industry difficulties, could have terminated the entire negotiations. They might have taken the position, quite justly, that they never would have invited Rosenblatt to Hollywood had not Schenck and Warner in New York agreed to "Guild shop" as one of the primary conditions. But the Guilds felt that, in spite of broken faith, the matter had gone too far to be dropped until every hope of a fair conclusion had been exhausted.

There was a hurried meeting Friday night of Mr. Beilenson and some of the Guilds' representatives. They told Mr. Rosenblatt that in lieu of complete "Guild shop" the Guilds might be willing to accept either an 80% "Guild shop" or an alternate arrangement. The latter suggestion was incorporation of the Guilds into an organization which might even have the name "Academy of Motion Picture Arts and Sciences", provided that the proposed minimum working conditions be accepted by the producers and producers agreed to employ only Academy members; in other words "Academy shop". Under no circumstances was any plan acceptable to the Guilds which did not incorporate those two groups, with all their "teeth" and machinery in any new industry organization.

Here again was an evidence of the willingness of the two Guilds to make every conceivable compromise necessary to bring about better working conditions in the business. The necessity of either 80% "Guild shop" or complete "Academy shop" is obvious. Without one or the other it would be just as impossible for Writers and Actors to force producers to live up to the new agreements on working conditions as it had been in the past under the old, loosely formed Academy. Furthermore such provisions alone could make it possible for the Writer and Actor organizations to discipline their own members in the manner and to the extent always asked by producers.

These major concessions on the part of the Guilds were presented to the producers on Saturday. Mr. Beilenson was present with Mr. Loeb, Mr. Mayer, Mr. Rosenblatt and the latter's assistant, Mr. Legendre, during the discussion that ensued. As a result of the conference on Saturday a proposal on the part of the producers was finally formulated. This proposal was subsequently published in the Hollywood Reporter, December 5, under the heading: "Producers Plan for New Institute."

This plan for the first time revealed the real purpose of the producers. It failed to provide for the two Guilds to become the writers' and actors' branches of the new "Institute". Instead it would have set up an organization in competition with the Guilds and designed to destroy them. So evident was this that Mr. Legendre, assistant to Mr. Rosenblatt, even took Mr. Beilenson aside during the discussions and warned him not to accept for the Guilds any proposals which did not include them in their entirety. A couple of days later, Mr. Legendre curiously changed his view.

Briefly, the producers' plan provided for the creation of a new Academy with nearly all the inherent weaknesses and inadequacies of the old Academy. Except for conceding to each branch of the new organization greater autonomy than existed under the old Academy, the producers' proposal offered little that was new. It provided for no real method of enforcing upon producers any working condition agreement which might be reached. The only "teeth" were in provisions for enforcement upon employees. As they had always done in the past, so now again the producers reserved to themselves sole right to

discipline producers guilty of violations. Experience has shown that this is the same as no enforcement at all. Furthermore, under the producers' new "Institute" plan, compulsory arbitration and conciliation would not exist. Finally, the plan would have set up an organization of no authority, which Guild members would have been induced to join, to the detriment of their interest and activity in the Guilds. By this means, the Guilds, which are the sole adequate weapons in the hands of employees, would have been stripped of power and left empty, helpless shells.

On Sunday morning the Guilds' group, after studying the producers' proposal, rejected it in its entirety. At last had been made clear to all the true purpose of the producers in bringing about Rosenblatt's visit—to tempt the Guilds into self-destruction.

On the following evening, Monday, in Rosenblatt's room, at the Beverly-Wilshire hotel, there was a meeting of the Guilds' group with Mr. Rosenblatt. For the writers there were present, Ralph Block, Wells Root, Oliver Garrett and Ernest Pascal. For the actors, Bob Montgomery, Freddie March, Boris Karloff, Jimmy Cagney and Kenneth Thomson. Mr. Rosenblatt's assistant, Legendre, made an appeal for the producer's proposal. Mr. Rosenblatt himself was careful to avoid being identified with this appeal, insisting that Legendre was acting in this regard solely as an individual seeking peace. Very frankly, the men from the Guilds told Rosenblatt why the producers' plan for the "Institute" was wholly unacceptable. They explained that it could only lead the Guilds into a trap to destroy themselves and leave Writers and Actors without any protective organization whatsoever. On his behalf, Mr. Rosenblatt explained that he was deeply disappointed to learn the producers' attitude; he had never even got to the point of discussing with them the proposed minimum working conditions; the whole project had fallen through on the broad general basis of the "Institute" plan.

Once again the Guilds offered an important compromise. In the belief that under no circumstances should any possible agreement on working conditions be jeopardized by the failure of the other negotiations, they made a blanket offer to the producers through Rosenblatt. It was that the Guilds would accept Mr. Rosenblatt himself as final and complete arbiter of the working conditions demand. If Rosenblatt would sit as Judge, permitting the producers to argue their side in regard to working conditions and the Guilds to argue their side, the Guilds would accept Mr. Rosenblatt's decisions and make a contract with producers to carry them out.

Mr. Rosenblatt seemed surprised, and deeply appreciative of the Guilds' offer. The meeting broke up with the assumption that Mr. Rosenblatt would present the Guilds' latest proposal to the producers.

The next day, Tuesday, Mr. Rosenblatt, after talking with the producers, again got in touch with Mr. Beilenson. He informed the Guilds' counsel that the producers would negotiate a contract on working conditions with the Guilds *but would not sign it with the Guilds acting as groups but only with members acting as individuals.* Even a child could discern the meaning of this. It was a clear statement by the producers that they would negotiate a contract on working conditions provided that under no circumstances would they be placed in a position where they would have to live up to it. This suggestion on the part of the producers was declined promptly by the Guilds.

Thereupon Mr. Rosenblatt prepared to return to New York, his visit having proved abortive. Before leaving, he telephoned Mr. Beilenson quoting to him a statement he proposed to issue to the papers. Mr. Beilenson objected to the statement as being untrue and unfair and Mr. Rosenblatt agreed not to issue it.

Later, at the Glendale airport, Mr. Rosenblatt—after talking on the telephone with one of the major producers—deliberately called the trade papers and issued the objectionable statement which he had previously agreed to withhold.

After Mr. Rosenblatt returned to Washington, Mr. Beilenson on behalf of the Guilds, wrote him in part to the following effect:

"It would seem to me . . . it was incumbent upon you to issue your final statement putting the onus of the failure squarely where it belonged, on the producers.

"Instead of that, at two-thirty, we talked on the phone and you read me the statement you had prepared. The first paragraph of that statement was as follows:

'Before I arrived in Hollywood it was my impression that the producing companies were unwilling to meet employee groups to discuss the problems that had arisen, and I was pleased to find, when I reached here, that that was not the case.'

"In fact you knew before you arrived in Hollywood that the producers were willing to discuss working conditions with employee groups and that was the only basis of your visit. Moreover, the only basis of your visit was that Guild shop was agreed to. Instead, when you got here, you found that the producers not only would not give Guild shop, but that they would not make any contract with the Guilds even on an open shop basis. Accordingly, the exact reverse of the first paragraph of your statement was the real state of facts.

"The second paragraph of your statement was as follows:

'I understand that the producers and the actors' branch of the Academy are even now discussing a re-

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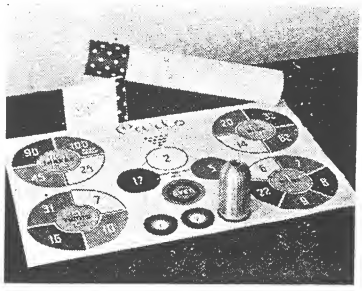

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Mr. Rosenblatt Visits Hollywood

(Concluded)

vision of the minimum contract for free lance actors and that they are willing to discuss working conditions and other points with employee groups, including the Screen Actors' Guild and the Screen Writers' Guild.'

"This is even more objectionable because it gives your tacit approval to bargaining with a company union, when you know that there is no representative group of either writers or actors in the Academy to protect our interests, and when you know further the history of the breach of the last Academy contract. Moreover, the statement that the producers were willing to discuss working conditions with the two Guilds was, to say the least, a half truth, when you did not add that they were not willing to make any contract as a result of the discussion.

"The last paragraph of the statement expressed your appreciation of the attitude of the representaives of the Guilds, but said nothing concerning our willingness to negotiate a contract even on an open shop basis and leave the terms to you.

"As clearly and vigorously as I was able to I told you my objections to the statement and said that I would rather have you issue no statement than any such statement. You agreed with me that you would not issue the statement, yet you telephoned that same statement to the trade papers from the airport. Variety killed it, but the Reporter printed it.

"Under the circumstances we cannot help but feel that we have been treated very badly . . . In view of the further fact that we went far beyond our original commitment to reach an agreement, and that the producers did not keep even an iota of their original commitment, I think simple justice demands that you undo the harm you have done.

"I suggest that this can be accomplished by you in the following way: You can inform the producers that their attempt to bargain through an unrepresentative group in the Academy will not represent collective bargaining under 7-a. You can further inform them that in view of their recalcitrant attitude toward dealing with honest employee organizations, that unless they get together on at least an open shop deal with the Guilds on fair working conditions the government will feel compelled in the interests of industrial peace to write such fair working conditions into the code as a result of the five-five hearings. If they do not promptly comply, you can hurry the hearings and see that fair working conditions are written into the code."

Needless to say nothing of the kind of action proposed by Mr. Beilenson has been taken by Mr. Rosenblatt even after more than three months.

The whole picture from beginning to end is not a pretty one, but for the Guilds more of victory is expressed in it than defeat. The skullduggery of producers is surely neither surprising nor new. Nor is the failure of Government effectually to impose upon employers fair treatment of employees a fresh experience. Out of the entire record of events emerges only one new vital factor.

The producers came to the Guilds. The Guilds did not go to the producers. Already such is the inherent strength of the Guild organizations that the producers will go to fantastic lengths to disrupt or disorganize them. The fear of the Guilds, expressed by the production companies' maneouvers in relation to the Rosenblatt visit, shows clearly the enormous advances made by the Writer and Actor groups.

There are some defeats which are even more truly harbingers of future victory. If the two Guilds, in such a short period since their formation, have achieved a position and importance so great as to inspire the producers to such lengths to get rid of them, the future of the organizations is bright indeed. It proves that Writers and Actors not alone are capable of craft solidarity but also of presenting a solid front together. It proves that talent groups bound into strong units by protective machinery with teeth in it cannot be ignored by their studio employers. It proves that their own future in this business lies in the hands of the Writers and Actors themselves. If they will remain loyal to their own organizations, fair in their dealings, strong in their determination, the producers who came to them once must come to them again. And the true end of the road will at last be reached in a sensible, honest contract between the producers and the Guilds—a result which can only work benefit to producers as well as their employees.

No such accomplishment is easy. It cannot be effected in a day or even in a year, perhaps. But it is inevitable. It will come. Rosenblatt's visit shows it is already on its way.

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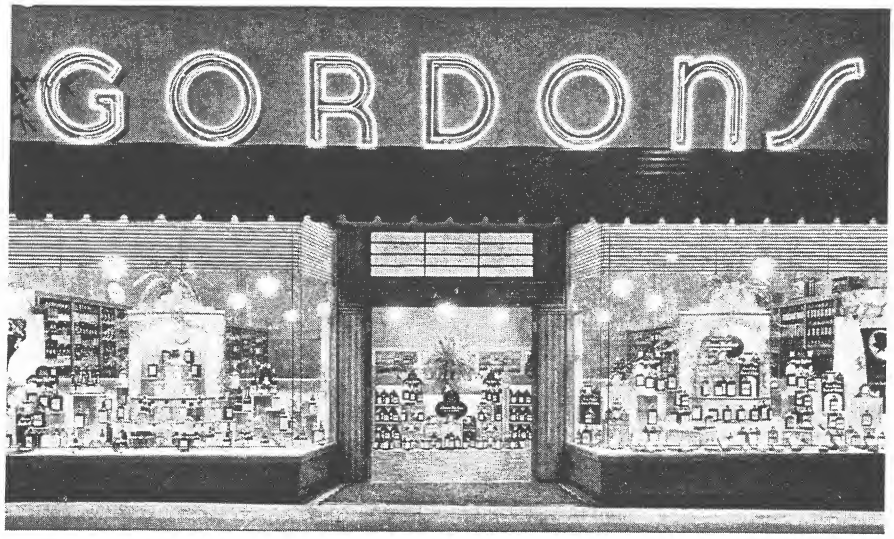

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